

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

In re Lehman Brothers Holding Inc.,

Case No. 08-13555 (JMP)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

ISP FINANCIAL SERVICES LTD.

Name of Transferee

See Schedule I hereto

Name of Transferor

Name and Address where notices to transferee should be sent:  
Bellerivestrasse 33  
P.O. Box 567  
8034 Zurich  
Switzerland

Court Claim # (if known): See Schedule I hereto

Amount of Claim: See Schedule I hereto

Date Claim Filed: See Schedule I hereto

Phone: +41434991476

Phone: 972 73 7778427

Last Four Digits of Acct #: 1707

Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: \_\_\_\_\_

Transferee/Transferee's Agent

Roy Tal, CEO

Date: 08/26/2010

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571

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S.D. OF N.Y.

Schedule J

Transferred Claims

Purchased Claim

100%, i.e. USD 2,623,157 of USD 2,623,157

Lehman Programs Securities to which Transfer Relates

Proof of Claim Number	Transferor	ISIN/CUSIP	Issuer	Guarantor	Maturity	Amount (in ILS)	Amount (in USD)
50419	Mettav Tagmulim Clali	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	2,400,000	462,000
50416	Mettav Hishlalmut Clali	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	1,500,000	288,750
50413	Mettav Pizum Clali	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	450,000	86,630
50411	Mettav Tagmulim Shares	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	100,000	19,250
50409	Mettav Hishlalmut Shares	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	50,000	9,625
55233	Mettav Gemel Ltd, the Managing Company of the Provident Fund Mettav Chisachon Pizum	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	50,000	9,625
55234	Mettav Gemel Ltd, the Managing Company of the Provident Fund Mettav Chisachon Gemel	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	400,000	77,000
55235	Mettav Gemel Ltd, the Managing Company of the Provident Fund Mettav Chisachon Hishlalmut	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	300,000	57,750
50420	Mettav Tagmulim Clali	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/2008	1,850,000	334,325
50417	Mettav Hishlalmut Clali	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/2008	1,200,000	216,860
50414	Mettav Pizum Clali	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/2008	400,000	72,290

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Proof of Claim Number	Transferor	ISIN/CUSIP	Issuer	Guarantor	Maturity	Amount (in ILS)	Amount (in USD)
50412	Meitav Tagmulim Shares	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/2008	100,000	18,070
50410	Meitav Hishtalmut Shares	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/2008	50,000	9,035
55236	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Gemel	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/2008	300,000	54,220
55232	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Hishtalmut	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/2008	250,000	45,180
50421	Meitav Tagmulim Clali	XS0346098881	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	2/18/2009	1,800,000	384,690
50418	Meitav Hishtalmut Clali	XS0346098881	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	2/18/2009	1,300,000	277,850
50415	Meitav Pizum Clali	XS0346098881	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	2/18/2009	400,000	85,500
55231	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Pizum	XS0346098881	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	2/18/2009	50,000	10,410
55229	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Gemel	XS0346098881	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	2/18/2009	300,000	62,457
55230	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Hishtalmut	XS0346098881	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	2/18/2009	200,000	41,640
					Total	13,450,000	2,623,157

R.7.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, the entities listed in the second column of the chart in Schedule 1 (collectively, "Seller") hereby unconditionally and irrevocably sells, transfers and assigns to ISP Financial Services Ltd. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentages specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proofs of Claim Numbers 50419, 50416, 50413, 50411, 50409, 55233, 55234, 55235, 50420, 50417, 50414, 50412, 50410, 55236, 55232, 50421, 50418, 50415, 55231, 55229 and 55230 filed by or on behalf of Seller (collectively the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.



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4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 26 day of August 2010.

MEITAV TAGMULIM CLALI

By: YANIV ZALEL  
Name:  
Title: chief investment manager

MEITAV HISHTALMUT CLALI

By: YANIV ZALEL  
Name:  
Title: chief investment manager

MEITAV PIZUIM CLALI

By: YANIV ZALEL  
Name:  
Title: chief investment manager

ISP FINANCIAL SERVICES LTD.

By: [Signature]  
Name: RAI TAL  
Title: CEO

Bellerivestrasse 33  
P.O. Box 567  
8034 Zurich  
Switzerland

MEITAV TAGMULIM SHARES

By: YANIV ZALEL  
Name:  
Title: chief investment manager

MEITAV HISHTALMUT SHARES

By: YANIV ZALEL  
Name:  
Title: chief investment manager

MEITAV GEMEL LTD, THE MANAGING  
COMPANY OF THE PROVIDENT FUND  
MEITAV CHISACHON PIZUIM

By: YANIV ZALEL  
Name:  
Title: chief investment manager

MEITAV GEMEL LTD, THE MANAGING  
COMPANY OF THE PROVIDENT FUND  
MEITAV CHISACHON GEMEL

By: YANIV ZALEL  
Name:  
Title: chief investment manager

MEITAV GEMEL LTD, THE MANAGING  
COMPANY OF THE PROVIDENT FUND  
MEITAV CHISACHON HISTALMUT

By: YANIV ZALEL  
Name:  
Title: chief investment manager

Museum Tower, 15<sup>th</sup> Floor  
4 Berkovitz Street  
Tel Aviv 61180 ISRAEL

Schedule 1

Transferred Claims

Purchased Claim

100%, i.e. USD 2,623,157 of USD 2,623,157 (the aggregate outstanding amount of the Proof of Claim as of August ~~26~~ 2010).

Lehman Programs Securities to which Transfer Relates

Proof of Claim Number	Seller entity	ISIN/CUSIP	Issuer	Guarantor	Maturity	Amount (in ILS)	Amount (in USD)
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Schedule 1-1

Lehman Meitav ISP Transfer Agreement - 21 POCs

	of the Provident Fund Meitav Chisachon Hishalmut							
50420	Meitav Tagmulim Clali	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/2008	1,850,000	334,325	
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50415	Meitav Pizum Clali	XS0346098881	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	2/18/2009	400,000	85,500	
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55229	Meitav Gemel Ltd, the	XS0346098881	Lehman Brothers	Lehman Brothers	2/18/2009	300,000	62,457	



	Managing Company of the Provident Fund Meitav Chisachon Gemel		Securities Co. NV	Holdings Inc.			
55230	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Histalmut	XS0346098881	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	2/18/2009	200,000	41,640
					Total	13,450,000	2,623,157

*R. T.*

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

APPENDIX A

The Seller and the Purchaser will sign after trading the securities on "AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM - LEHMAN PROGRAM SECURITY" (template attached). However, the purchaser declares herewith that paragraph 2(a) to the aforementioned agreement shall not be enforceable despite his signing on this agreement. The purchaser acknowledges that he will not have any claim in regards to paragraph 2(a).

[Seller]

By:

YANIV ZALEL

Name:

Title:

Chief investment manager

[Address]

[City, State, Zip]

[Buyer]

By:

ROY TAL  
CEO

Name:

Title:

[Address]

[City, State, Zip]